



# GUNSTER

ATTORNEYS AT LAW

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January 22, 2009

**VIA EMAIL AND FED EX**

South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406

Attention: Eric Buermann, Chairman; and  
Ms. Carol Ann Wehle, Executive Director

Re: Agreement for Sale and Purchase between United States Sugar Corporation, SBG Farms, Inc. and Southern Gardens Groves Corporation, collectively as Seller, and the South Florida Water Management District, as Buyer, dated December 23, 2008, as amended (the "Agreement") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement)


Dear Chairman Buermann and Ms. Wehle:

Enclosed are the following updated Schedules to the captioned Agreement:

1. Schedule 12.a.ii(B) List of Tenant Leases;
2. Schedule 12.a.v Required Governmental Approvals;
3. Schedule 12.a.vi Proceedings; and
4. Schedule 12.a.xvii Tenant Leases – Representations.

Eric Buermann, Chairman  
Ms. Carol Ann Wehle, Executive Director  
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If you have any questions or comments, Please do not hesitate to contact us. Thank you.

Sincerely,  
  
Danielle DeVito-Hurley  
For the Firm

DD/jm  
Enclosures

cc: Sheryl G. Wood, General Counsel, SFWMD (w/encl. via email and Fed Ex)  
Michael W. Sole, Secretary, Florida Department of Environmental Protection (w/encl. via  
email and Fed Ex)  
Edward Almeida, Esq. (w/encl. via email)

FTL 353841.1

**First Update to Schedules attached to and made a part of that certain  
Agreement for Sale and Purchase dated December 23, 2008 by and among  
United States Sugar Corporation, SBG Farms, Inc.  
and Southern Gardens Groves Corp. and  
South Florida Water Management District, as amended (collectively, the "Agreement")**

**January 22, 2009**

- Schedule 12.a.ii(B) List of Tenant Leases
- Schedule 12.a.v Required Governmental Approvals
- Schedule 12.a.vi Proceedings
- Schedule 12.a.xvii Tenant Leases - Representations

<p>Certain of the documents are designated "Confidential, Proprietary and Trade Secret" in accordance with ss. 812.081, Fla. Stat., and are exempt from disclosure under the Public Records Act, Chapter 119, Fla. Stat., pursuant to ss. 815.045, Fla. Stat.</p>
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CAPITALIZED TERMS USED HEREIN, WHICH ARE NOT OTHERWISE DEFINED, SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THE AGREEMENT. SCHEDULE NUMBERS CORRESPOND TO THE SCHEDULE OR SECTION NUMBERS IN THE AGREEMENT; HOWEVER, DISCLOSURE UNDER ANY SCHEDULE OR SECTION SHALL CONSTITUTE DISCLOSURE UNDER ALL OTHER REASONABLY RELEVANT SCHEDULES AND SECTIONS WITHOUT THE NEED FOR CROSS-REFERENCES. ALL DESCRIPTIONS OF AGREEMENTS OR OTHER MATTERS APPEARING HEREIN ARE SUMMARY IN NATURE AND ARE QUALIFIED BY REFERENCE TO THE COMPLETE DOCUMENTS, ALL OF WHICH HAVE BEEN SUPPLIED TO BUYER AND ARE INCORPORATED HEREIN BY REFERENCE IN NO EVENT SHALL ANY DISCLOSURE HEREUNDER BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT SUCH DISCLOSURE IS MATERIAL TO THE PREMISES. ALL REFERENCES TO "SCHEDULE," "SECTION" OR "SUBSECTION" REFER TO A SCHEDULE, SECTION OR SUBSECTION IN THE AGREEMENT UNLESS THE CONTEXT OTHERWISE REQUIRES. THE HEADINGS IN THESE SCHEDULES ARE FOR CONVENIENCE OR REFERENCE ONLY AND SHALL NOT AFFECT THE DISCLOSURES CONTAINED THEREIN.

THE REPRESENTATIONS, WARRANTIES, COVENANTS AND OTHER OBLIGATIONS AND AGREEMENTS OF SELLER IN THE AGREEMENT ARE MADE, GIVEN AND UNDERTAKEN SUBJECT TO THE DISCLOSURES IN THESE SCHEDULES AND AS PROVIDED IN THE AGREEMENT. NOTHING IN THESE SCHEDULES IS INTENDED TO BROADEN THE SCOPE OF ANY REPRESENTATION, COVENANT OR WARRANTY OF SELLER CONTAINED IN THE AGREEMENT OR TO CREATE ANY COVENANT ON THE PART OF SELLER. INCLUSION OF ANY ITEM HEREIN SHALL NOT CONSTITUTE, OR BE DEEMED TO CONSTITUTE, AN ADMISSION TO ANY THIRD PARTY CONCERNING SUCH ITEM BY SELLER.

## SCHEDULE 12.a.ii(B)

### TENANT LEASES

Item #2 - Commercial Lease, dated May 14, 2003, by and between Southern Gardens Citrus Processing Corporation and Fiberstar, Inc. – is deleted from this Schedule 12.a.ii(B) as the same does not affect the Premises.

Item #17 - Land Lease, dated August 31, 2007, by and between United States Sugar Corporation and Gulfstream Natural Gas System, L.L.C., as extended by a Letter Agreement, dated September 23, 2008 – is deleted from this Schedule 12.a.ii(B) as the same has expired and will not be renewed.

Item #25- Mining and Excavation Lease Agreement, dated October 1, 2006, United States Sugar Corporation, SBG Farms, Inc., and Florida Rock Industries, Inc. – please refer to litigation disclosed as Item #8 on Schedule 12.a.vi.

Item #27 - License and Use Agreement, dated May 1, 2001, by and between United States Sugar Corporation and Helicopter Applicators Incorporated, as extended by a letter of First Extension, dated January 24, 2005, from United States Sugar Corporation to Helicopter Applicators Incorporated, as extended by that certain Second Amendment of License and Use Agreement, dated June 1, 2005 – is deleted from this Schedule 12.a.ii(B) as the same does not affect the Premises.

Item #36 – The following additional vegetable leases are added to Item 36 of Schedule 12.a.ii(B):

- ix. Tom Nichols with a lease term of 12/1/08 through 5/31/09;
- x. Seiler and Son Farms, LLC with a lease term of 12/1/2008 through 5/31/2009;
- xi. Donnie Lundy with a lease term of 12/1/2008 through 5/31/2009;
- xii. Barton Melon Sales, LLC with a lease term of 12/1/2008 through 5/31/2009;
- xiii. Robert McIntyre with a lease term of 12/1/2008 through 5/31/2009;
- xiv. MMC Farming, Inc. with a lease term of 12/1/2008 through 5/31/2009;
- xv. Glades Planting, LLC with a lease term of 12/1/2008 through 6/30/2009; and

xvi. Rind Times Farms, LLC with a lease term of 12/1/2008 through 5/31/2009.

**SCHEDULE 12.a.v**

**REQUIRED GOVERNMENTAL APPROVALS**

The Permit No. listed in Item 157 of Schedule 12.a.v of the Agreement should read **LR023731** not LR0237321.

**SCHEDULE 12.a.vi**

**PROCEEDINGS**

8. Proceeding set forth In the Circuit Court for the 15<sup>th</sup> Judicial Circuit In and For Palm Beach County, Civil Division Case No. 2008 CA 041457 XXXX MB Florida Rock Industries, Inc., Plaintiff, v. United States Sugar Corporation and SBG Farms, Inc., as Defendants

9. Proceeding set forth In the Circuit Court for the 15<sup>th</sup> Judicial Circuit In and For Palm Beach County, Civil Division Case No. 50 2009 CA 000032 XXXX MB Tanya Marie Gibson-Wimalasekera, as personal representative of the Estate of Kumbukkage T. Wimalasekera, Plaintiff, v. Sugar Farms Co-Op and United States Sugar Corporation, d/b/a Florida Sugar Farmers, as Defendants

For purposes of Section 12.a.ix of the Agreement, the following is added to this Schedule 12.a.iii:

10. 15 gallon fuel spill during a fuel delivery at the bulk fuel tank area in Area 3, Runyon Farm.

**SCHEDULE 12.a.xvii**

**TENANT LEASES - REPRESENTATIONS**

**(A) Full Force and Effect; Amendments; (B) Obligations; And (D) Written Notices Of Tenant Performance**

Please refer to litigation disclosed on Schedule 12.a.vi with respect to Mining and Excavation Lease Agreement, dated October 1, 2006, United States Sugar Corporation, SBG Farms, Inc., and Florida Rock Industries, Inc. and certain correspondence from the lessee under the lease related thereto (which correspondence has been made available to the BUYER in accordance with the trade secret protocol).